

Practitioner's Docket No.: 28791-702.502

PATENT

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- ☐ U.S. Patent No. _____ issued on _____.
- ☒ U.S. application no. 10/754,445, filed on January 9, 2004.

hereby appoints all Wilson Sonsini Goodrich & Rosati attorneys registered to practice before the United States Patent and Trademark Office, as associated with Customer No. 021971, to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

(complete one of the following)

- ☒ a copy of an Assignment attached hereto, which Assignment the Application has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
- ☐ the Assignment recorded on _____ at reel _____, frame _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

CHANGE OF CORRESPONDENCE ADDRESS


Direct all correspondence and telephone calls to:

Name	Christiana State (Reg. No. 52,045)					
Address	Wilson Sonsini Goodrich and Rosati					
Address	650 Page Mill Road					
City	Palo Alto	State	CA	Zip	94304	Customer No.: 021971
Country	USA	Telephone	(650) 493-9300	Fax	(650) 493-6811	

ASSIGNEE: BARRx Medical, Inc.

Name: Gregory A. Barrett

Print


 Signature
Title: Chief Executive OfficerDate: 5/23/05

ASSIGNMENT OF APPLICATION

Docket Number 28791-702.502

Whereas, the undersigned:

- | | | | |
|--|--|--|--|
| 1. GANZ, ROBERT
1431 Lakeview Avenue
Minneapolis, MN 55416 | 2. ZELICKSON, BRIAN D.
2764 Drew Avenue S.
Minneapolis, MN 55416 | 3. STERN, ROGER A.
10418 Palo Vista Road
Cupertino, CA 95014 | 4. JACKSON, JEROME
1725 Pallen Leaf Avenue
Los Altos, CA 94024 |
| 5. SMITH, GEORGE H.
162 Bryant Street
Palo Alto, CA 94301 | | | |

hereinafter termed "Inventors", have invented certain new and useful improvements in

SYSTEM AND METHOD FOR TREATING ABNORMAL EPITHELIUM IN AN ESOPHAGUS

- ☒ for which an application for United States Patent was filed on January 9, 2004, Application No. 10/754,445.
- ☐ for which a United States Patent issued on , U.S. Patent No. .

WHEREAS, BARRx Medical, Inc., a corporation of the State of Delaware, having a place of business at 1334 Bordeaux Drive, Sunnyvale, California, 94089, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee of the dates written below

Date: 5/23/05Robert A. Ganz

Date: _____

Brian D. Zelickson

Date: _____

Roger A. Stern

Date: _____

Jerome Jackson

Date: _____

George H. Smith

ASSIGNMENT OF APPLICATION

Docket Number 28791-702.502

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below

Date: _____

Date: 5.10.05

Date: _____

Date: _____

Date: _____

Robert A. Ganz

Brian D. Zelickson

Roger A. Stern

Jerome Jackson

George H. Smith

ASSIGNMENT OF APPLICATION

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- ☐ for which a United States Patent issued on ____, U.S. Patent No. ____.

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below

Date: _____

Robert A. Ganz

Date: _____

Brian D. Zelickson

Date: 5/11/2005

Roger A. Stern

Date: 5/11/05

Jerome Jackson

Date: 5/11/2005

George H. Smith

Best Available Copy